



New York Life Insurance Company

– A Mutual Company Founded in 1845 –

51 Madison Avenue, New York, NY 10010

**GROUP DISABILITY INCOME INSURANCE TO AGE 70 CERTIFICATE
“CERTIFICATE”**

POLICYHOLDER	GOVERNMENT EMPLOYEES’ BENEFIT ASSOCIATION, INCORPORATED
POLICY NUMBER	G-29344-0
CONTRACT STATE	DISTRICT OF COLUMBIA

NEW YORK LIFE certifies that, as stated on the When Insurance Takes Effect page(s), a person becomes a COVERED PERSON on the INSURANCE DATE stated on the Individual Schedule of Benefits.

Insurance is subject to: (a) any exclusions and limitations of the Policy and all other terms and conditions of the Policy; and (b) New York Life's underwriting requirements.

No Interim Liability New York Life is not liable for requested initial or restored insurance on any person while a request for such insurance is being processed, even if New York Life has accepted a remittance for such requested insurance. New York Life will not be liable for such insurance if the request is not formally approved and will return any such premium remittance.

Renewal Insurance under the Policy, will be renewed automatically on each Anniversary Date if its terms and conditions are met. Insurance for an INSURED MEMBER will be renewed automatically on each CONTRIBUTION DATE for an INSURANCE PERIOD if the terms and conditions of the Policy are met.

On all stated days and dates, insurance begins at 12:01 A.M. and insurance ends at midnight at the place the INSURED MEMBER resides.

Highlights and other details of insurance appear in the Individual Schedule of Benefits page(s) and in the State Regulations page(s) if any. These pages are attached to and made a part of the Certificate.

This Certificate replaces all Certificates and Certificate Riders, if any, previously issued to an INSURED MEMBER under the Policy.

Right To Examine The Certificate For 30 Days Except for TRANSFER INSURANCE, an INSURED MEMBER will have 30 days from the date of receipt to examine the initial certificate. If the INSURED MEMBER does not wish to keep the initial certificate, it must be surrendered to New York Life within this period. Upon such surrender, New York Life will return any premium paid and insurance will be void from the start.

Secretary

President

TABLE OF CONTENTS

<u>Pages</u>		<u>Pages</u>	
2 – 3	IMPORTANT NOTICE	11	CONTINUANCE
4	WHEN INSURANCE TAKES EFFECT	12 – 14	DEFINITIONS
5 – 9	DISABILITY INCOME INSURANCE	---	SCHEDULE
10	WHEN INSURANCE ENDS	---	INDIVIDUAL SCHEDULE OF BENEFITS
		---	“STATE” REGULATIONS

G-29344-0
GMR-TABLE

IMPORTANT NOTICE

Certificate The Certificate is a summary of the provisions of the Policy. It should be kept in a safe place. It is not a contract of insurance. Any conflict between the terms of the Certificate and the Policy will be decided in favor of the Policy. A copy of the Policy is available at the Policyholder’s office for inspection at any time during business hours. The INSURED MEMBER should contact New York Life with questions regarding insurance.

Claims A claim should be submitted in accordance with the following:

Notice Of Claim The claimant must write to New York Life about a claim within 30 days after the commencement of any disability covered by the Policy. Failure to give notice within such time shall not invalidate nor reduce any claim if it can be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

Claim Forms New York Life will send the claimant claim forms within 15 days after notice of claim is received. If New York Life does not send the forms within 15 days, the claimant can send written proof of claim. The claim form or proof must show the date, cause and extent of the loss.

Proof Of Loss New York Life must receive satisfactory proof of the Covered Disability within 90 days after the date of the WAITING PERIOD for a: (a) Covered Disability; or (b) Covered Partial Disability. Failure to furnish such proof within such time shall not invalidate nor reduce any claim if it was not reasonably possible to furnish such proof within such time, provided such proof is furnished as soon as reasonably possible.

Claims Payment The benefit is payable within 30 days after receipt of satisfactory proof of the Covered Disability.

Legal Action The claimant cannot start any legal action: (a) within 60 days after a claim form or proof of loss is sent; or (b) more than three years after a claim form or proof of loss is due.

Errors Errors, or delays in keeping records, will: (a) not revoke insurance otherwise in force; (b) not continue insurance which otherwise would have ended; and (c) upon discovery, require fair adjustment of remittances and/or insurance to correct the error.

Examination New York Life, at its own expense, has the right and opportunity to:

1. have a claimant examined: (a) physically; (b) psychologically; and/or (c) psychiatrically; to determine the existence and/or cause of any loss, other than loss of life. This right can be used as often as it is reasonably required while a claim is pending; and/or
2. have a claimant's financial records audited, as often as New York Life may reasonably require.

IMPORTANT NOTICE

Incontestability Except for provisions which relate to eligibility for insurance and for nonpayment of CONTRIBUTIONS, New York Life cannot contest the validity of any initial or restored insurance on a COVERED PERSON after it has been in force for two years prior to the contest under the Policy during such COVERED PERSON'S lifetime. To contest, New York Life will only rely upon: (a) written statements signed by the COVERED PERSON: (1) in applying for such insurance; and/or (2) used to allow insurance to take effect or be transferred from another policy; and/or (b) the provisions on the When Insurance Takes Effect page(s). A copy of all statements must be furnished to such person or to his or her beneficiary or assignee. Such statements are representations, not warranties. The time insured under the PREVIOUS POLICY for TRANSFER INSURANCE will also be used to determine if the two year contestable period has elapsed.

Misstatements Subject to the Errors and Incontestability sections, if relevant statements of age or facts were not accurate for any person: (a) a fair adjustment of remittances and/or insurance will be made; and (b) based upon the facts, New York Life will decide whether, and what, insurance is valid under the Policy.

Policy Changes The Policy can be changed: (a) at any time by written agreement between New York Life and the Policyholder; and (b) without the consent of any other person. Changes will be valid only if evidenced by an amendment to the Policy. Such amendment must be signed by the Policyholder and an officer of New York Life. The Policy may also be changed by New York Life by amendment to the Policy and without the consent of the Policyholder or any other person, if such amendment is signed by an officer of New York Life and: (a) results from the exercise of a right reserved to New York Life in the Policy; (b) is issued to conform to any law and/or regulation which applies to the insurance under the Policy; or (c) results from the termination or change in an agreement between New York Life and a third party, if such agreement is separate and distinct from the Policy and provided the Policyholder is not a party to such agreement. No agent of New York Life can make or change the Policy or waive any of its provisions.

Termination By The Policyholder The Policyholder may terminate the Policy by giving written notice to New York Life at least 30 days in advance.

Termination By New York Life New York Life may terminate the Policy, on any Anniversary Date, by giving written notice to the Policyholder. at least 90 days in advance.

WHEN INSURANCE TAKES EFFECT

Requests An APPLICANT can request to:

1. become initially insured for MEMBER INSURANCE and/or MEMBER INSURANCE and SPOUSE INSURANCE, subject to the Plans, Waiting Periods Available and Monthly Benefits Available sections as stated on the Schedule page(s). TRANSFER INSURANCE on each APPLICANT will automatically be transferred to the Policy on the TRANSFER DATE, except that: New York Life will not duplicate liability which remains with the carrier of the PREVIOUS POLICY; and/or
2. restore insurance if insurance ended because ACTIVE DUTY IN THE ARMED FORCES began. If the request is approved, all terms and conditions of the Policy applicable to the APPLICANT at the time insurance ended will be reinstated, subject to any changes in the Policy.

For Insurance To Take Effect For initial insurance or restoration of insurance to take effect:

1. the APPLICANT must give the Policyholder a completed, written request for the insurance on a form satisfactory to New York Life. For TRANSFER INSURANCE, New York Life will treat a request for insurance submitted to the carrier of the PREVIOUS POLICY as a request for insurance submitted to New York Life. A written request for restoration of insurance must be given within three months after the date ACTIVE DUTY IN THE ARMED FORCES ended;
2. the APPLICANT must give New York Life satisfactory medical evidence of insurability, if such evidence is required. Such evidence is not required for: (a) TRANSFER INSURANCE; (b) restoration of insurance; (c) insurance offered to a NEW HIRE member; or (d) insurance offered during an OPEN ENROLLMENT PERIOD.
3. the APPLICANT must pay the CONTRIBUTION no later than the initial CONTRIBUTION DATE. Any contribution paid under the PREVIOUS POLICY for such insurance, covering the period on or after the INSURANCE DATE, will be applied to insurance under the Policy;
4. the proposed COVERED PERSON must be at FULL-TIME WORK on the INSURANCE DATE (the FULL-TIME WORK requirement does not apply to TRANSFER INSURANCE);
5. for SPOUSE INSURANCE, the APPLICANT must be an INSURED MEMBER on the INSURED SPOUSE'S INSURANCE DATE; and
6. New York Life must approve the insurance.

Subject to the exception stated below, the effective date of insurance is the first day of the policy month on or after the day all these requirements are met.

Exception: The INSURANCE DATE for a proposed COVERED PERSON who was not at FULL-TIME WORK on the date such insurance would otherwise have taken effect is the first day of the month on or after the day the proposed COVERED PERSON returns to FULL-TIME WORK for at least 30 consecutive days, if: (a) such day is within three months of the date insurance would otherwise have taken effect; and (b) the COVERED PERSON is still eligible to obtain the insurance on that day.

If these requirements are not satisfied, insurance will not take effect.

No benefits will be paid for any disability occurring before the INSURANCE DATE.

DISABILITY INCOME INSURANCE

New York Life will pay a benefit for a COVERED PERSON'S Covered Total Disability in accordance with all of the following:

Covered Disability A Covered Disability is a Covered Total Disability and/or Covered Partial Disability, if such disability is not excluded in the Exclusions section, as follows:

Covered Total Disability - A Covered Total Disability is an incapacity that completely and continuously prevents the COVERED PERSON from doing the material and substantial duties of:

- (a) His or her regular occupation during the WAITING PERIOD and during the next 24 consecutive months; and
- (b) Any occupation for which he or she is or may become qualified by reason of education, training or experience, after the WAITING PERIOD and the initial 24 consecutive months period has elapsed.

Such Covered Total Disability must begin while the COVERED PERSON is insured under the Policy and be the result of:

(1) an INJURY. For a Covered Total Disability to be considered to have resulted from an INJURY, the Covered Total Disability must begin within 90 days after an accident, if the accident occurs while the COVERED PERSON is insured under the Policy. If more than 90 days has elapsed, such Covered Total Disability will be considered to have resulted from a SICKNESS; (2) a SICKNESS; or (3) an ORGAN DONATION that a COVERED PERSON makes, provided he or she has been insured under the Policy for at least six consecutive months on the day of such donation.

Covered Partial Disability - A Covered Partial Disability is an incapacity from an INJURY, SICKNESS, or ORGAN DONATION that:

1. occurs when a COVERED PERSON is disabled for a period of time equal to the WAITING PERIOD;
2. occurs while the COVERED PERSON is performing at least one of the material and substantial duties of his or her regular occupation on either a full-time or part-time basis;
3. occurs before the COVERED PERSON reaches his or her 70th birthday;
4. results in a Loss of Earnings of 20% or more, as described in the Covered Partial Disability subsection in the What Benefit Is Payable section; and
5. occurs before the COVERED PERSON receives any Covered Disability benefits for the Maximum Benefit Period for his or her Covered Total Disability under this Policy.

A Covered Partial Disability that causes a Loss of Earnings of 80% or more is a Total Disability and is payable under the Total Disability Benefit.

Exclusions The following disabilities are excluded:

Air Travel - A disability that: (a) occurs during; (b) is due to; or (c) is related to; the COVERED PERSON'S travel in, travel on, fall from or descent from any aircraft while such aircraft is in flight, unless the COVERED PERSON is traveling: (a) solely as a fare paying passenger on a licensed, commercial, regularly scheduled, non-military aircraft; (b) in a civil aircraft having a current and valid "Standard Federal Aviation Agency Airworthiness Certificate" and piloted by a person with a current and valid pilot's certificate with proper ratings for the type of flight and aircraft involved; or (c) in a transport type aircraft operated by the Air Mobility Command or its successor organization of the United States or similar air service of any other country.

Crime/Illegal Occupation/Illegal Activity - A disability that: (a) occurs during; (b) is due to; or (c) is related to; the COVERED PERSON'S participation in or incarceration resulting from any of the following in a role other than as a victim: (a) the commission of a felony; (b) an illegal occupation or activity; (c) an insurrection; or (d) a riot.

DISABILITY INCOME INSURANCE

Impairment Restriction - A disability that is due to or related to a condition which has an Impairment Restriction. However, at any time and at his or her own expense, the COVERED PERSON can give medical evidence of insurability for a condition which has an Impairment Restriction. After review of such evidence, New York Life will advise: (a) if and when such Impairment Restriction should be removed or liberalized; or (b) if it should be continued.

“Impairment Restriction” means an exclusion or limitation of insurance on an COVERED PERSON. An Impairment Restriction will be: (a) established by New York Life; and (b) continued by New York Life if it is in effect on the day before: (1) the COVERED PERSON becomes insured under the Policy; or (2) a change in insurance takes effect; whether or not satisfactory medical evidence of insurability is furnished or medical evidence of insurability is required. All Impairment Restrictions are stated in the certificate. Insurance with such Impairment Restrictions is subject to the APPLICANT’S acceptance. Payment of one CONTRIBUTION after the COVERED PERSON is advised of the Impairment Restriction will establish such acceptance.

Military Service – A disability that is due to or related to service in the military, naval or air force of any country, alliance or international organization or in a civilian unit which serves such force.

Pregnancy, Childbirth Or A Related Medical Condition - A disability that is due to a pregnancy, childbirth or a related medical condition, except for a Complication Of Pregnancy.

“Complication Of Pregnancy” means:

1. any of the following conditions, requiring hospital confinement (when the pregnancy is not terminated) whose diagnosis are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as: acute nephritis, pyelitis of pregnancy, nephrosis, cardiac decompensation, missed abortion, and similar medical and surgical conditions of comparable severity, but shall not include false labor, occasional spotting, physician prescribed rest during the period of pregnancy, morning sickness and similar conditions associated with the management of a difficult pregnancy not constituting a condition which is medically classified as a distinct Complication Of Pregnancy;
2. an extra-uterine pregnancy;
3. a complication that requires intra-abdominal surgery after termination of pregnancy;
4. a miscarriage;
5. a non-elective caesarean section;
6. an ectopic pregnancy that is terminated;
7. a spontaneous termination of pregnancy that occurs when a viable birth is not possible;
8. placenta previa, placenta abruptio or premature rupture of membranes;
9. pernicious vomiting of pregnancy (hyperemesis gravidarum); and/or
10. toxemia (eclampsia or pre-eclampsia).

Regular Care - A disability: (a) that does not require a doctor's regular care of, or attendance to, the COVERED PERSON; or (b) for any period of disability for which the COVERED PERSON is not under the regular care and attendance of a doctor, except that: This requirement will not apply if such care is no longer required for prudent medical management of the INJURY, SICKNESS or ORGAN DONATION. For the purpose of satisfying the requirement that the COVERED PERSON be under the "regular care" of a doctor, doctor does not include the COVERED PERSON or a member of his or her immediate family.

Self Inflicted Injury - A disability that is due to or related to an intentional self-inflicted injury or occurs while intentionally injuring oneself; while the COVERED PERSON is sane or insane.

War Conditions - A disability that: (a) occurs during; (b) is due to; or (c) is related to; the COVERED PERSON’S engagement in any of the following in a role other than as a victim: (a) in war, (b) an act of war, or (c) an armed conflict which involves the armed forces of one or more countries.

DISABILITY INCOME INSURANCE

For The Benefit To Be Paid For the benefit to be paid:

1. New York Life must receive satisfactory proof of the COVERED PERSON'S disability within 90 days after the: (a) WAITING PERIOD for a Covered Disability; or (b) date of return to work for a Covered Residual Disability. If it is not possible to furnish proof within such time, it must be furnished as soon as reasonably possible; and
2. the COVERED PERSON must complete the WAITING PERIOD.

What Benefit Is Payable The benefit payable for a Covered Disability is subject to the Maximum Benefit Period stated on the Schedule page(s) and is as follows.

Covered Total Disability - The benefit payable after the WAITING PERIOD is the lesser of: (a) the applicable Monthly Benefit in force for the COVERED PERSON on the date his or her Covered Total Disability began; or (b) 67% of the AVERAGE MONTHLY INCOME less any OTHER INCOME BENEFITS he or she is eligible to receive for that month, except that: If the Covered Total Disability is the result of an ORGAN DONATION, any Covered Disability benefits otherwise payable will not include any increase in the Monthly Benefit or change in Plan that occurs within the six months period immediately before the date such Covered Total Disability began.

However, in the event of such reduction for OTHER INCOME BENEFITS, the benefit payable will not be less than \$200.00.

If OTHER INCOME BENEFITS have been estimated, the Monthly Benefit will be adjusted when New York Life receives proof: (a) of the actual amount awarded; or (b) that benefits have been denied and the denial is not being appealed, in which case New York Life will make a lump sum refund of the estimated amounts.

If there is other group disability insurance which applies to the same Covered Total Disability and contains the same or similar provision for reduction because of OTHER INCOME BENEFITS, New York Life will only be liable for its "pro rata share" of the total claim. "Pro rata share" means the proportion determined by dividing: (a) the benefit payable under the Policy, in the absence of such other insurance; by (b) the total of benefits payable under the Policy and such other policy or policies.

Covered Partial Disability - The benefit payable after the WAITING PERIOD for each month of Covered Partial Disability is equal to an amount derived through use of the "Covered Partial Disability Monthly Amount formula below. However, in no event will the Covered Partial Disability benefit payable be less than \$50.

The "Covered Partial Disability Monthly Amount" is an amount derived by using the following formula:

$$(A \text{ divided by } B) \times C = D$$

Where :

"A" means the COVERED PERSON'S AVERAGE MONTHLY INCOME for the period before his or her Covered Disability began minus his or her Current earnings.

"B" means the COVERED PERSON'S AVERAGE MONTHLY INCOME for the most recent six months, or for the entire period if shorter.

"C" means the amount of Monthly Benefit payable under this Policy if the COVERED PERSON were Totally Disabled.

"D" means the amount of the Covered Partial Disability benefit payable.

The benefit is payable: (a) within 30 days after the requirements stated in the For The Benefit To Be Paid section are met; and (b) on a monthly basis, except that: The amount payable for any period which is less than a full month, is calculated by multiplying the monthly benefit payable by the number of days of Covered Disability and dividing the product by 30. Any balance remaining unpaid at the end of the period of liability will be paid immediately upon receipt of satisfactory proof, on a pro rata basis.

DISABILITY INCOME INSURANCE

Who Will Be Paid Except as stated below, the benefit will be paid to the INSURED MEMBER.

Death/Incompetency - Subject to the Facility Of Payment exception, any accrued but unpaid benefit will be paid to: (a) the INSURED MEMBER'S estate, if the INSURED MEMBER dies; or (b) a duly appointed guardian or committee of the INSURED MEMBER, if such INSURED MEMBER is a minor or is not competent to give a valid release.

Facility Of Payment - New York Life has the right to pay up to \$1,000 of the benefit to anyone who has incurred expenses for the COVERED PERSON'S Covered Disability.

When The Benefit Ends Except as stated in the Successive Periods Of Covered Total Disability, Survivorship Benefit and Vocational Rehabilitation subsections below, the benefit will end on the earliest of the date:

1. the COVERED PERSON 'S Covered Disability ends;
2. the COVERED PERSON dies;
3. New York Life does not receive the required proof that the COVERED PERSON 'S Covered Disability continues;
4. the COVERED PERSON does not submit to an examination required by New York Life by a doctor it selects; or
5. the Maximum Benefit Period stated on the Schedule page(s) has been reached.

The COVERED PERSON will remain insured under the Policy after the benefit ends, except as stated on the When Insurance Ends page(s).

Exhaustion of Benefits - When a COVERED PERSON reaches the Maximum Benefit Period stated on the Schedule pages for a Covered Disability, insurance will be suspended and no CONTRIBUTIONS will be due. Insurance on the COVERED PERSON will be resumed without evidence of insurability, if: (a) the Group Policy remains in force; (b) he or she returns to FULL-TIME WORK for the six month period stated in the Successive Periods Of Total Disability section to qualify as a new disability; (c) New York Life receives written notice of the return to FULL-TIME WORK within 90 days after such return; (d) he or she is less than the Termination Age Date; (e) he or she continues to be a member of the ASSOCIATION; and (f) he or she pays the CONTRIBUTION from the date the insurance resumes. This resumption of insurance applies to a new Covered Disability, as stated in the Successive Periods Of Total Disability section below.

Successive Periods Of Covered Total Disability - Successive periods of Covered Total Disability will be considered one period of Covered Total Disability, if such disabilities are due to: (a) the same or related causes, and which are separated by less than six months of return to continuous FULL-TIME WORK during which the COVERED PERSON is not totally disabled; or (b) different or unrelated causes, and are not separated by return to FULL-TIME WORK for at least one day.

Survivorship Benefit - If a COVERED PERSON dies during a period for which benefits are payable and after: (a) receiving the Monthly Benefit; or (b) he or she has satisfied the Waiting Period, New York Life will pay a benefit to the designated beneficiary. If no beneficiary is designated, the COVERED PERSON'S INSURED SPOUSE will receive a benefit equal to three times the monthly amount the COVERED PERSON was last entitled to receive for the month prior to death provided the Maximum Benefit Period was not reached by the COVERED PERSON.

If the COVERED PERSON'S INSURED SPOUSE is not living, or was divorced or separated from the COVERED PERSON, payment of the Survivorship Benefit will be made equally to the COVERED PERSON'S living children under age 23. If payment is due to a child or children, payment will be made to such child or children, or at the option of New York Life to a person whom New York Life reasonably believes may legally receive payment on such child's or children's behalf. Such payment will be proper to the extent made.

If no beneficiary, spouse, child or children survives, New York Life will pay the Survivorship Benefit to the COVERED PERSON'S estate.

The benefit is payable within 30 days after New York Life receives satisfactory proof of the COVERED PERSON'S death.

DISABILITY INCOME INSURANCE

Vocational Rehabilitation - A totally disabled COVERED PERSON'S participation in a rehabilitation program approved by New York Life will not be considered, by itself, as a recovery from that Covered Total Disability. However, the nature of the rehabilitation program and the extent of participation by the COVERED PERSON and by New York Life must be satisfactory to both and stated in a written rehabilitation program agreement before any such program can take effect.

A rehabilitation program can include: (a) a period of work for the purposes of rehabilitation; or (b) other vocational and rehabilitation assistance stated in the rehabilitation program agreement.

Any benefits for a Covered Total Disability otherwise payable to a COVERED PERSON will continue to be payable during participation in an approved rehabilitation program.

In order to be considered for participation in a rehabilitation program, a COVERED PERSON must give: (a) New York Life a written request in which the COVERED PERSON consents to an evaluation of his or her rehabilitation and vocational potential; and (b) all written authorization necessary for the conduct of such evaluation by New York Life or a rehabilitation service or agency selected by New York Life.

New York Life may approve a COVERED PERSON'S participation in a rehabilitation program for a period of three consecutive months and may approve extension or renewals of such participation for one or more additional like or shorter periods. However, participation in a rehabilitation program for more than a total of 24 months will not be approved in connection with one period of Covered Total Disability.

A COVERED PERSON'S participation in a rehabilitation program will terminate at the end of the period of participation last approved by New York Life for the COVERED PERSON. New York Life will have the right to withdraw approval of an COVERED PERSON'S participation before the end of any such period by advance written notice to the COVERED PERSON and the COVERED PERSON'S participation will terminate, in such event, on the termination date stated in the notice.

Transfer Of Ownership A COVERED PERSON can transfer all or any part of incidents of ownership of his or her insurance. The Policyholder agrees to accept CONTRIBUTIONS directly from the transferee.

WHEN INSURANCE ENDS

Except as stated on the Continuance page(s), a COVERED PERSON'S insurance will end on the earliest of:

1. the last day of the INSURANCE PERIOD during which the INSURED MEMBER is no longer a member of the ASSOCIATION;
2. the date the COVERED PERSON is no longer at FULL-TIME WORK or has retired. The COVERED PERSON must immediately notify New York Life of the date that: (a) FULL-TIME WORK ended; or (b) he or she retired. If it is not possible to notify New York Life immediately, notification must be made as soon as reasonably possible. CONTRIBUTIONS paid and covering any INSURANCE PERIOD after the date insurance would otherwise end as a result of the COVERED PERSON no longer being at FULL-TIME WORK or retiring will be refunded. In no event will disability benefits be paid for a disability occurring after the date FULL-TIME WORK ended or retirement began. This provision does not apply if the COVERED PERSON is no longer at FULL-TIME WORK due to his or her Covered Total Disability;
3. the last day of the INSURANCE PERIOD during which the COVERED PERSON reaches age 70;
4. for an INSURED SPOUSE, the last day of the INSURANCE PERIOD during which such INSURED SPOUSE ceases to be the lawful married spouse or domestic partner of the INSURED MEMBER;
5. the last day of the Grace Period, stated below, that follows the end of the INSURANCE PERIOD for which the last CONTRIBUTION has been paid for the COVERED PERSON.

Grace Period – The COVERED PERSON is entitled to a Grace Period of 31 days for the payment of each CONTRIBUTION due except for the first. During the Grace Period, the COVERED PERSON'S insurance continues in force. If the CONTRIBUTION due is not paid before the end of the Grace Period, the COVERED PERSON'S insurance automatically ends on the last day of such Grace Period;
6. the day before the day the COVERED PERSON begins ACTIVE DUTY IN THE ARMED FORCES, with the applicable CONTRIBUTIONS refunded pro rata;
7. the date the COVERED PERSON receives Covered Total Disability benefits for the Maximum Benefit Period stated in the Schedule for the Plan in effect for such COVERED PERSON;
8. the later of: (a) the date stated in the COVERED PERSON'S written request to end the insurance; or (b) the date New York Life receives the COVERED PERSON'S written request to end the insurance; or
9. the day before the day the Policy ends or is changed to end insurance for the group of insureds to which the COVERED PERSON belongs.

CONTINUANCE

Insurance in force on each COVERED PERSON will continue, after the date it would otherwise have ended as stated on the When Insurance Ends page(s), in accordance with all of the following:

Extension Of Benefits Discontinuance of the Policy will have no effect on the benefits payable for: (a) a Covered Total Disability which began before the date of such discontinuance; or (b) an INJURY to a COVERED PERSON which occurred while he or she was insured under the Policy provided the Covered Total Disability begins within 30 days after such INJURY. This extension of benefits applies whether the Policyholder secures replacement coverage from a new insurer or foregoes the provision of coverage.

Lay-Off or Leave of Absence Benefit Insurance will continue beyond the date insurance would otherwise end for the INSURED MEMBER if such person ceases to be at FULL-TIME WORK due to lay-off, leave of absence, or a leave of absence required by state law or by the Family and Medical Leave Act of 1993 ("FMLA"). Coverage will continue for:

1. up to 30 days during a temporary lay-off or a leave of absence other than other than state mandated leave or FMLA; or
 2. with respect to state and FMLA mandated leaves, the greater of the period required by state law or by FMLA;
- provided the leave authorization is in writing and the required CONTRIBUTION is paid.

The insurance will end on the earliest of: (a) 30 days after the temporary lay-off or leave of absence (other than state mandated leave or FMLA) began; (b) the date the lay-off becomes permanent; (c) the date the state mandated leave or FMLA leave ends; or (d) the date insurance would otherwise end as stated on the When Insurance Ends page.

Waiver Of Contribution Benefit New York Life will waive the payment of the CONTRIBUTION on a COVERED PERSON, if such COVERED PERSON suffers a Covered Total Disability and receives Covered Total Disability benefits. CONTRIBUTIONS will be waived beginning on the CONTRIBUTION DATE following the date such COVERED PERSON receives Covered Total Disability

The Waiver Of Contribution Benefit will end on the CONTRIBUTION DATE following the date the Covered Disability benefit ends, as stated in the When The Benefit Ends section on the Disability Income Insurance page(s).

DEFINITIONS

ACTIVE DUTY IN THE ARMED FORCES means full-time active duty in the military, naval or air service of any country, except that: Duty for training purposes of two months or less will not be considered ACTIVE DUTY IN THE ARMED FORCES.

AGE means a person's attained age on January 1 of each year, except that for the purpose of determining the Maximum Benefit Period, AGE means the COVERED PERSON'S attained age. References to Age in any heading means "AGE".

APPLICANT means an ELIGIBLE MEMBER or an INSURED MEMBER who meets the requirements of an ELIGIBLE MEMBER

ASSOCIATION means the Government Employees' Benefit Association, Incorporated.

AVERAGE MONTHLY INCOME means, as of any date, a person's average monthly rate of pay in effect on the day immediately prior to the day a person was no longer at Full Time Work due to disability.

AVERAGE MONTHLY INCOME does not include income from commissions, bonuses, tips and tokens, overtime pay or any other fringe benefits or extra compensation.

As of any date, these income amounts are computed:

1. for the immediately preceding period which produces the highest average, as follows: (a) the immediately preceding tax year; (b) the immediately preceding two tax years; or (c) the entire period, if less than 12 months; except that: Current earnings for a Covered Partial Disability, are computed for the most recent six months, or for the entire period if shorter, while the COVERED PERSON is at work; and
2. before deduction of any income taxes or social insurance taxes.

CONTRIBUTION means the applicable full periodic payment toward the premium, received by the Policyholder, which is necessary for insurance to take effect on the INSURANCE DATE and/or for insurance to continue in force under the Policy. CONTRIBUTION is determined by the Policyholder and is due on each CONTRIBUTION DATE.

CONTRIBUTION DATE means the following dates on or before which the CONTRIBUTION must be paid to the Policyholder:

1. initially: (a) the INSURANCE DATE; or (b) if by agreement between the Policyholder and New York Life and without individual selection, within 31 days after the INSURANCE DATE; and
2. thereafter, the applicable annual, semiannual, quarterly, or monthly date based on the mode of payment elected by the INSURED MEMBER and accepted by the Policyholder.

Modes of payment in effect under the PREVIOUS POLICY for TRANSFER INSURANCE will remain in effect under the Policy until changed.

COVERED PERSON means an INSURED MEMBER or an INSURED SPOUSE.

ELIGIBLE MEMBER means a person who is in one of the following classes:

Class I: An Active Member of the ASSOCIATION who is:

1. at FULL-TIME WORK;
2. less than age 60;
3. not a resident of an EXCLUDED STATE; and
4. not eligible to become insured under the Policy for TRANSFER INSURANCE; or

Class II: An Active Member of the ASSOCIATION who:

1. has TRANSFER INSURANCE; and
2. has not reached AGE 70 on the TRANSFER DATE.

ELIGIBLE MEMBER does not include a person who is on ACTIVE DUTY IN THE ARMED FORCES.

DEFINITIONS (Continued)

ELIGIBLE SPOUSE means an APPLICANT'S lawful married spouse or domestic partner (“domestic partner” means a person with whom an ELIGIBLE MEMBER maintains a Committed Relationship. “Committed Relationship” means a familial relationship between two individuals characterized by mutual caring and the sharing of a mutual residence.), who is in one of the following classes:

- Class 1: A person who:
1. is identified on the request for group insurance;
 2. with respect to a domestic partner, completes and submits the Declaration of Domestic Partnership;
 3. is at FULL-TIME WORK;
 4. is not on ACTIVE DUTY IN THE ARMED FORCES;
 5. is less than age 60;
 6. is not a resident of an EXCLUDED STATE;
 7. is not an INSURED MEMBER; or

- Class 2: A person who:
1. has TRANSFER INSURANCE; and
 2. has not reached AGE 70 on the TRANSFER DATE.

EXCLUDED STATE means anywhere except the fifty states of the United States Of America, the District Of Columbia and Puerto Rico.

FULL-TIME WORK means the active performance for pay or profit of the regular duties of one's normal occupation on a basis of at least 30 hours each week at a place where such duties are normally performed or other location to which travel is required.

INJURY means bodily injury sustained as a direct result of an accident and independent of all other causes.

INSURANCE DATE means the date that initial or restored insurance takes effect as stated in the For Insurance To Take Effect section of the When Insurance Takes Effect page.

INSURANCE PERIOD means the span of time from a CONTRIBUTION DATE through the day before the next CONTRIBUTION DATE, during which insurance continues, if the CONTRIBUTION for such span of time is paid.

INSURED MEMBER means a person who: (a) was an ELIGIBLE MEMBER on his or her initial INSURANCE DATE; (b) became insured under the Policy, as approved by New York Life; and (c) remains insured under the Policy.

INSURED SPOUSE means a person who: (a) was an ELIGIBLE SPOUSE on his or her initial INSURANCE DATE; (b) became insured under the Policy, as approved by New York Life; and (c) remains insured under the Policy, including as a SURVIVOR SPOUSE.

MEMBER INSURANCE means an INSURED MEMBER'S insurance for himself or herself.

NEW HIRE means a person who is eligible to request this Policy's New Hire Offer Amount. To be eligible, such person must: be an ELIGIBLE MEMBER; and (b) have become an active member of the ASSOCIATION within the 60 days after his or her date of hire while the Policy is in force.

ORGAN DONATION means the surgical removal of a bodily organ and its donation for direct transplant.

OPEN ENROLLMENT PERIOD means a consecutive 60 day period of time authorized by the Policyholder for all non-NEW HIRE Class I ELIGIBLE MEMBERS.

DEFINITIONS (Continued)

OTHER INCOME BENEFITS means the amount of any:

1. salary or other compensation the COVERED PERSON receives for work performed while disabled and the amount of any income payment under a salary continuance plan;
2. income payments, other than unearned income, from a professional corporation, partnership or other group practice arrangement. Income payments include the cost of a COVERED PERSON'S fringe benefits and the share of the total contributions to corporate surplus;
3. income payments under a retirement plan, other than a government pension plan, which starts on or after the date of disablement for which Covered Disability benefits become payable;
4. income payments under a government pension plan which starts on or after the date of disablement for which Covered Disability benefits become payable. Any increase in such payments that occurs after the WAITING PERIOD is excluded from the determination of such benefits;
5. benefits for loss of time from employment which is provided for a disability under: (a) any plan arranged by any employer, union or association; (b) any fund or other arrangement pursuant to any compulsory disability benefit act or law; or (c) an individual disability income policy;
6. benefits in the form of periodic cash payments for a disability, excluding any benefits for a disability starting before the COVERED PERSON'S INSURANCE DATE, which is provided: (a) under any group life insurance plan; (b) by any federal, state, provincial, municipal or other governmental agency, or pursuant to the Federal Railroad Retirement Act; or (c) under the Federal Social Security Act, Canada Pension Plan or Quebec Pension Plan on the basis of the COVERED PERSON'S record of wages and self-employment income and payable to the COVERED PERSON or a spouse or child of the COVERED PERSON, without regard to any deductions from such benefits which can be made: (1) on account of work; (2) because of the COVERED PERSON'S refusal to accept rehabilitation; or (3) because a spouse or child of the COVERED PERSON has elected to be paid benefits under the Federal Social Security Act, Canada Pension Plan or Quebec Pension Plan on the basis of the spouse's or child's own record of wages and self-employment income. In determining the amount of such benefits, however, there will be excluded the amount of any increase therein which occurs after the WAITING PERIOD;
7. benefits under a Workers' Compensation Act or similar act; and/or
8. benefits under any work loss provision in the mandatory part of any "no-fault" auto insurance policy.

OTHER INCOME BENEFITS include New York Life's estimate of the benefits under the Federal Social Security Act, Workers' Compensation Act or similar laws if such benefits: (a) have not been awarded; and (b) have not been denied; or (c) have been denied and such denial is being appealed.

PREVIOUS POLICY means Group Policy No. AGP-5610 issued to the Policyholder by the Hartford Life and Accident Insurance Company.

SICKNESS means an illness, disease, or physical condition.

SPOUSE INSURANCE means an INSURED MEMBER'S insurance for his or her INSURED SPOUSE.

SURVIVOR SPOUSE means an INSURED SPOUSE of a deceased INSURED MEMBER.

TRANSFER DATE means, for each ELIGIBLE MEMBER with TRANSFER INSURANCE: (a) September 1, 2011, if all liability under the PREVIOUS POLICY has ended for the TRANSFER INSURANCE for such ELIGIBLE MEMBER on August 31, 2011; or (b) the day after liability under the PREVIOUS POLICY has ended for such ELIGIBLE MEMBER, if all liability under the PREVIOUS POLICY for the insurance which is being transferred has not ended for such ELIGIBLE MEMBER on August 31, 2011.

TRANSFER INSURANCE means the disability insurance in force on August 31, 2011 which is being transferred to the Policy on such TRANSFER DATE.

WAITING PERIOD means the initial, continuous period of a COVERED PERSON'S Covered Total Disability which must be completed before such Covered Total Disability becomes initially payable. If a COVERED PERSON returns to work for less than 15 days before the completion of a WAITING PERIOD, credit will be given toward satisfaction of the WAITING PERIOD for the number of days of Total Disability prior to such return to work. The WAITING PERIOD is stated on the Schedule page(s).

SCHEDULE

A COVERED PERSON'S Maximum Benefit Period, Waiting Period and Monthly Benefit amount will be as elected from this Schedule at the time of application subject to: (a) the When Insurance Takes Effect provision; and (b) all other provisions of the Policy.

DISABILITY INCOME INSURANCE

For A Covered Total Disability Starting Before his or her 60th birthday

Maximum Benefit Period *

The Covered Person's Maximum Benefit Period is equal to their Social Security Normal Retirement Age, based on his or her Year of Birth as shown below.

<u>Year of Birth</u>	<u>Social Security Normal Retirement Age</u>
Before 1938	To age 65
1938	To age 65 years and 2 months
1939	To age 65 years and 4 months
1940	To age 65 years and 6 months
1941	To age 65 years and 8 months
1942	To age 65 years and 10 months
1943-1954	To age 66
1955	To age 66 years and 2 months
1956	To age 66 years and 4 months
1957	To age 66 years and 6 months
1958	To age 66 years and 8 months
1959	To age 66 years and 10 months
1960 and later	To age 67

For A Covered Total Disability Starting At:

Maximum Benefit Period*

AGE 60	The greater of 60 months or the SSNRA
AGE 61	The greater of 48 months or the SSNRA
AGE 62	The greater of 42 months or the SSNRA
AGE 63	The greater of 36 months or the SSNRA
AGE 64	The greater of 30 months or the SSNRA
AGE 65	24 months
AGE 66	21 months
AGE 67	18 months
AGE 68	15 months
AGE 69 but less than AGE 70**	12 months

For a Covered Partial Disability, the Maximum Benefit Period will not exceed: (a) the Maximum Benefit Period or (b) the remaining Maximum Benefit Period for the INSURED MEMBER'S Covered Total Disability.

* The Maximum Benefit Period for an INSURED MEMBER who has resided outside of the Home Area for a period in excess of 12 consecutive months will be equal to six months. If such INSURED MEMBER returns to the Home Area his or her Maximum Benefit Period will be as shown in the Schedule. "Home Area" means the United States Of America; the District of Columbia; and the Commonwealth Of Puerto Rico.

SCHEDULE

The Maximum Benefit Period for all Covered Disabilities of an INSURED MEMBER which are due to or related to Mental Disorders and/or Chemical Dependency while such person is insured under the Policy, whether insurance has been continuous or interrupted, cannot exceed the lesser of: (a) 24 months; or (b) the Maximum Benefit Period for a Covered Total Disability. This limitation does not apply to any period during which such INSURED MEMBER is institutionalized.

“Mental Disorder” means a condition due to or resulting from psychiatric or psychological conditions, regardless of cause, such as: (a) schizophrenia; (b) depression; (c) manic depressive or bipolar illness; (d) anxiety; (e) personality disorders; and/or (f) adjustment disorders or other conditions, usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs or other similar modalities used in the treatment of the above conditions. This limitation does not apply to dementia, if due to: (a) stroke; (b) trauma; (c) viral infection; (d) Alzheimer’s disease; or (e) other conditions not listed above which are not usually treated by a mental health provider using psychotherapy, psychotropic drugs or other modalities.

“Chemical Dependency” means the abuse of or psychological or physical dependency on or addiction to alcohol or a controlled substance. For purposes of this definition, "controlled substance" means a toxic inhalant, a volatile chemical, abusable glue or aerosol paint, or a substance designated as or considered a controlled substance under applicable federal, state or local authority.

** the end of the INSURANCE PERIOD during which he or she reaches age 70

Waiting Periods Available
30, 60, 90 180 and 365 days

Except that: If an INSURED MEMBER suffers a Covered Disability as a result of an ORGAN DONATION, his or her WAITING PERIOD will be 0 days for that Covered Disability.

Monthly Benefits Available

Active Members of the Association

The amount elected, available in amounts of: (a) \$500, \$800 and \$7,500 or (b) \$1,000 to \$7,400 in multiples of \$200, except that some benefit amounts are not available at certain ages for each Waiting Period.

New Hire Offer Amount

NEW HIRE Active Members of the Association with a 60 or 90 day Waiting Period option:
The amount of Monthly Benefit elected; but not to exceed \$1,600

Spouses of NEW HIRE Active Members of the Association with a 60 or 90 day Waiting Period option:
The amount of Monthly Benefit elected; but not to exceed \$1,000

Open Enrollment Period Offer Amount

Active Members of the Association eligible to enroll during an OPEN ENROLLMENT PERIOD with a 60 or 90 day Waiting Period option:
The amount of Monthly Benefit elected; but not to exceed \$1,600

Except that:

A Monthly Benefit is not available to an APPLICANT if the amount of the Monthly Benefit, when combined with the total of any other disability insurance, prorated monthly, for which the APPLICANT is insured or for which he or she is applying, would exceed 67% of his or her AVERAGE MONTHLY INCOME, subject to New York Life’s underwriting requirements.

An APPLICANT can only accept a NEW HIRE and OPEN ENROLLMENT PERIOD offer one time during his or her lifetime. The OPEN ENROLLMENT PERIOD offer excludes: (a) any Member whose prior application for insurance was declined or withdrawn; and (b) current insured Members whose prior application was not subject to full medical underwriting.

SCHEDULE

Note:

TRANSFER INSURANCE on each INSURED MEMBER will equal the amount of insurance in effect on the day before the TRANSFER DATE without regard to the minimum, maximum, or multiple restrictions. However, any changes are subject to the applicable Plans Available, Waiting Periods Available and Monthly Benefits Available sections.

Cost Of Living Benefit

The Monthly Benefit payable for a Covered Disability may be increased annually to reflect changes in the cost of living based on the CPI-U. (“CPI-U” means the Consumer Price Index For All Urban Consumers, All Items, as published by the Bureau Of Labor Statistics. If the CPI-U is no longer a valid index for the purpose of the Cost Of Living Benefit, or is no longer published by the Bureau Of Labor Statistics, New York Life will use a new index.)

If the COVERED PERSON is entitled to receive a Monthly Benefit and has been disabled for 12 consecutive months, the COVERED PERSON will be eligible for a Cost of Living Adjustment on each January 1.

To calculate the Cost of Living Adjustment, a Cost of Living Formula is used.

Cost-of-Living Formula

To calculate the adjustment amount, New York Life will:

1. determine the amount of change in the Consumer Price Index and use the lesser of: (a) ½ the percentage change in the Consumer Price Index, or (b) 6%;
2. then multiply the Monthly Benefit Amount payable under the Disability Income benefit by the percentage in item 1. above; and
3. add the resulting amount to the Monthly Benefit Amount.

For the purpose of this benefit, the percentage change in the CPI-U means the difference between the current year’s CPI-U as of July 31, and the prior year’s CPI-U as of July 31.

In no circumstance will the amount of the Monthly Benefit plus the Cost of Living Adjustment Benefits as calculated, exceed two times the COVERED PERSON’S initial Monthly Benefit amount.

The Cost of Living Adjustment Benefit will terminate on the date the COVERED PERSON: (a) ceases to receive benefits for a Covered Total Disability; (b) receives a total of five adjustments; or (c) the Policy terminates.